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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

POWERMAT TECHNOLOGIES  
LTD.,

Plaintiff,

v.

BELKIN INTERNATIONAL, INC.,  
Defendant.

Case No. 2:24-cv-2595-MEMF-PVCx

**STIPULATED PROTECTIVE  
ORDER**

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. The parties stipulate that disclosure of this information would cause competitive harm to the parties. For example, the

1 parties believe that competitors will gain an unfair advantage if they learn the  
2 parties' Protected Material, such as financial information, accounting information,  
3 customer lists, costs or profit structure, sales information, product lines, business  
4 and marketing strategy or information about design and operation of implicated  
5 devices. Accordingly, to expedite the flow of information, to facilitate the prompt  
6 resolution of disputes over confidentiality of discovery materials, to adequately  
7 protect information the parties are entitled to keep confidential, to ensure that the  
8 parties are permitted reasonable necessary uses of such material in preparation for  
9 and in the conduct of trial, to address their handling at the end of the litigation, and  
10 to serve the ends of justice, a protective order for such information is justified in this  
11 matter. It is the intent of the parties that information will not be designated as  
12 confidential for tactical reasons and that nothing be so designated without a good  
13 faith belief that it has been maintained in a confidential, non-public manner, and  
14 there is good cause why it should not be part of the public record of this case.

15 **2. DEFINITIONS**

16 2.1 Action: this pending federal lawsuit, *Powermat Technologies Ltd. v.*  
17 *Belkin International, Ltd.*, Case No. 2:24-cv-2595-MEMF-PVC.

18 2.2 Challenging Party: a Party or Non-Party that challenges the  
19 designation of information or items under this Order.

20 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
21 how it is generated, stored or maintained) or tangible things that qualify for  
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
23 the Good Cause Statement.

24 2.4 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
25 Information or Items: Extremely sensitive "CONFIDENTIAL" Information or  
26 Items, disclosure of which to another Party or Non-Party would create a substantial  
27 risk of serious harm that could not be avoided by less restrictive means.  
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1           2.5    “RESTRICTED – CONFIDENTIAL SOURCE CODE” Information or  
2 Items: Extremely sensitive “CONFIDENTIAL” Information or Items comprising  
3 computer source code and/or live data (that is, data as it exists residing in a  
4 database(s)), disclosure of which to another Party or Non-Party would create a  
5 substantial risk of serious harm that could not be avoided by less restrictive means.

6           2.6    Counsel: Outside Counsel of Record and In-House Counsel (as well as  
7 their support staff).

8           2.7    Designating Party: a Party or Non-Party that designates information or  
9 items that it produces in disclosures or in responses to discovery as  
10 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
11 ONLY,” or “RESTRICTED – CONFIDENTIAL SOURCE CODE.”

12           2.8    Disclosure or Discovery Material: all items or information, regardless  
13 of the medium or manner in which it is generated, stored, or maintained (including,  
14 among other things, testimony, transcripts, and tangible things), that are produced or  
15 generated in disclosures or responses to discovery in this matter.

16           2.9    Expert: a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
18 an expert witness or as a consultant in this Action, and includes support staff.  
19 Experts shall not include employees or officers of a Party.

20           2.10 In-House Counsel: attorneys who are employees of a party to this  
21 Action. In-House Counsel does not include Outside Counsel of Record or any other  
22 outside counsel.

23           2.11 Non-Party: any natural person, partnership, corporation, association, or  
24 other legal entity not named as a Party to this action.

25           2.12 Outside Counsel of Record: attorneys who are not employees of a  
26 party to this Action but are retained to represent or advise a party to this Action and  
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1 have appeared in this Action on behalf of that party or are affiliated with a law firm  
2 which has appeared on behalf of that party, and includes support staff.

3 2.13 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.15 Professional Vendors: persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating, interpreting, preparing  
10 exhibits or demonstrations, and organizing, storing, or retrieving data in any form or  
11 medium) and their employees and subcontractors.

12 2.16 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’  
14 EYES ONLY,” or “RESTRICTED – CONFIDENTIAL SOURCE CODE.”  
15 Protected Material also includes (a) all pretrial, hearing or deposition testimony, or  
16 documents marked as exhibits or for identification in depositions and hearings; (b)  
17 pretrial pleadings, exhibits to pleadings and other court filings; (c) affidavits; and (d)  
18 stipulations that are designated as “CONFIDENTIAL,” “HIGHLY  
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “RESTRICTED –  
20 CONFIDENTIAL SOURCE CODE.”

21 2.17 Receiving Party: a Party that receives Disclosure or Discovery  
22 Material from a Producing Party.

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only  
25 Protected Material (as defined above), but also (1) any information copied or  
26 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
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1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial will be governed by the orders of the  
4 trial judge. This Order does not govern the use of Protected Material at trial.

5 4. DURATION

6 Even after final disposition of this litigation, the confidentiality obligations  
7 imposed by this Order will remain in effect until a Designating Party agrees  
8 otherwise in writing or a court order otherwise directs. Final disposition will be  
9 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
10 or without prejudice; and (2) final judgment herein after the completion and  
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
12 including the time limits for filing any motions or applications for extension of time  
13 pursuant to applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.

16 Each Party or Non-Party that designates information or items for protection under  
17 this Order must take care to limit any such designation to specific material that  
18 qualifies under the appropriate standards. The Designating Party must designate for  
19 protection only those parts of material, documents, items, or oral or written  
20 communications that qualify so that other portions of the material, documents,  
21 items, or communications for which protection is not warranted are not swept  
22 unjustifiably within the ambit of this Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations  
24 that are shown to be clearly unjustified or that have been made for an improper  
25 purpose (e.g., to unnecessarily encumber the case development process or to impose  
26 unnecessary expenses and burdens on other parties) may expose the Designating  
27 Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it  
2 designated for protection do not qualify for protection, that Designating Party must  
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Protected Material that qualifies for protection under this  
7 Order must be clearly so designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic documents,  
10 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
11 the Producing Party affix at a minimum, the legend "CONFIDENTIAL," "HIGHLY  
12 CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "RESTRICTED –  
13 CONFIDENTIAL SOURCE CODE" (hereinafter "Confidentiality Legend"), to  
14 each page that contains protected material.

15 A Party or Non-Party that makes original documents available for inspection  
16 need not designate them for protection until after the inspecting Party has indicated  
17 which documents it would like copied and produced. During the inspection and  
18 before the designation, all of the material made available for inspection will be  
19 deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the  
20 inspecting Party has identified the documents it wants copied and produced, the  
21 Producing Party must determine which documents, or portions thereof, qualify for  
22 protection under this Order. Then, before producing the specified documents, the  
23 Producing Party must affix the appropriate Confidentiality designation to each page  
24 that contains Protected Material.

25 (b) for testimony given in depositions or at a hearing that the Designating  
26 Party identify the Disclosure or Discovery Material on the record, before the close  
27 of the deposition or hearing all protected testimony or within 14 calendar days  
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1 thereafter. Until expiration of the 14-day period, the entire deposition or hearing  
2 transcript shall be treated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
3 ONLY.” For deposition and hearing transcripts, the Confidentiality designation shall  
4 be placed on the cover page of the transcript (if not already present on the cover  
5 page of the transcript when received from the court reporter) by each attorney  
6 receiving a copy of the transcript after that attorney receives notice of the  
7 designation of some or all of that transcript as “CONFIDENTIAL,” “HIGHLY  
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “RESTRICTED –  
9 CONFIDENTIAL SOURCE CODE.”

10 (c) for information produced in some form other than documentary and for  
11 any other tangible items, that the Producing Party affix in a prominent place on the  
12 exterior of the container or containers in which the information is stored the legend  
13 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
14 ONLY,” or “RESTRICTED – CONFIDENTIAL SOURCE CODE.” If only a  
15 portion or portions of the information warrants protection, the Producing Party, to  
16 the extent practicable, will identify the protected portion(s).

17 5.3 Any document produced before issuance of this Order with the  
18 designation “Confidential” or “Confidential - Outside Attorneys’ Eyes Only” shall  
19 receive the same treatment as if designated “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY” under this Order, unless and until such document is  
21 redesignated to have a different classification under this Order.

22 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
23 failure to designate qualified information or items does not, standing alone, waive  
24 the Designating Party’s right to secure protection under this Order for such material.  
25 Any party that inadvertently or unintentionally produces Protected Material without  
26 designating it may request destruction of that Protected Material by notifying the  
27 recipient(s), as soon as reasonably possible after the Producing Party becomes aware  
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of the inadvertent or unintentional disclosure, and providing replacement Protected Material that is properly designated. The Receiving Party shall then destroy all copies of the inadvertently or unintentionally produced Protected Materials and any documents, information or material derived from or based thereon.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq. Pending the outcome of the dispute resolution process, the designation of the designating Party shall be maintained.

6.3 The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties will continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. Any person or entity who obtains access to Protected Material or the contents thereof pursuant to this Order shall not make any

1 copies, duplicates, extracts, summaries or descriptions of such Protected Material or  
2 any portion thereof except as may be reasonably necessary in the litigation of this  
3 Action. Any such copies, duplicates, extracts, summaries or descriptions shall be  
4 classified as Protected Material and subject to all of the terms and conditions of this  
5 Order. When the Action has been terminated, a Receiving Party must comply with  
6 the provisions of section 13 below (FINAL DISPOSITION).

7 Protected Material must be stored and maintained by a Receiving Party at a  
8 location and in a secure manner that ensures that access is limited to the persons  
9 authorized under this Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
11 otherwise ordered by the court or permitted in writing by the Designating Party, a  
12 Receiving Party may disclose any information or item designated  
13 “CONFIDENTIAL” only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
15 well as employees of said Outside Counsel of Record to whom it is reasonably  
16 necessary to disclose the information for this Action;

17 (b) up to and including two (2) In-House Counsel for the Parties who  
18 either have responsibility for making decisions dealing directly with the litigation of  
19 this Action, or who are assisting outside counsel in the litigation of this Action  
20 provided that each such in-house counsel has agreed to be bound by the provisions  
21 of the Protective Order by signing a copy of Exhibit A;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom  
23 disclosure is reasonably necessary for this Action, provided that before access is  
24 given, the consultant or expert has completed the “Acknowledgment and Agreement  
25 to Be Bound” (Exhibit A) hereto and the same is served upon the Producing Party  
26 with a current curriculum vitae of the expert at least seven (7) days before access to  
27 the Protected Material is to be given to that expert in order to allow the Producing  
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1 Party to object to and notify the Receiving Party in writing that it objects to  
2 disclosure of Protected Material to the expert. The Parties agree to promptly confer  
3 and use good faith to resolve any such objection. If the Parties are unable to resolve  
4 any objection, the objecting Party may file a motion with the Court within fifteen  
5 (15) days of the notice, or within such other time as the Parties may agree, seeking a  
6 protective order with respect to the proposed disclosure. The objecting Party shall  
7 have the burden of proving the need for a protective order. No disclosure shall occur  
8 until all such objections are resolved by agreement or Court order;

9 (d) the Court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional  
12 Vendors to whom disclosure is reasonably necessary for this Action and who have  
13 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (g) the author or recipient of a document containing the information or a  
15 custodian or other person who otherwise possessed or knew the information; and

16 (h) any mediator or settlement officer, and their supporting personnel,  
17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
19 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
20 writing by the Designating Party, a Receiving Party may disclose any information or  
21 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only  
22 to individuals listed in Paragraphs 7.2(a) and (c-h).

23 7.4 For Protected Material designated “RESTRICTED – CONFIDENTIAL  
24 SOURCE CODE,” the following additional restrictions apply:

25 a. Access to a Party’s Source Code Material shall be provided to the  
26 Receiving Party’s outside counsel and/or experts in a secure room (“Source Code  
27 Review Room”) and only on “stand-alone” computer(s) (that is, the computer on  
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1 which all access ports have been disabled that may not be linked to any network,  
2 including a local area network (“LAN”), an intranet or the Internet (“Source Code  
3 Computer”). The Source Code Computer may only be connected to a device capable  
4 of temporarily storing electronic copies solely for the limited purposes permitted  
5 pursuant to Paragraphs 7.4(h and k) below. Further, the Source Code Computer shall  
6 be equipped with a reasonably current version of the Microsoft Windows operating  
7 system or, if the code was developed in a Linux environment, then a reasonably  
8 current version of Ubuntu. The Receiving Party may use appropriate tool software  
9 for the type of Source Code on the Source Code Computer, which shall be installed  
10 by Producing Party at the Receiving Party’s request. Such appropriate software tools  
11 shall include without limitation Notepad++, dtSearch, UltraEdit, SciTools  
12 Understand, Meld, git, tortoise git, Cygwin, Python, enscript, Microsoft Office, and  
13 Adobe Reader as long as such software tools are not capable of executing or  
14 compiling source code and are provided by the Receiving Party. As necessary, the  
15 Receiving Party shall provide appropriate licenses for the requested software tools.  
16 The provided Source Code Computer shall be reasonably powerful, such that it  
17 operates the tool software in a reasonable amount of time, *e.g.*, conduct a grep  
18 search of the provided code in a reasonable amount of time. The Source Code  
19 Computer shall be located in a reasonably comfortable office environment and be  
20 equipped with a 19” (diagonal measurement) or larger monitor running at its native  
21 resolution, as well as a keyboard and mouse. In addition, the Receiving Party, at its  
22 expense, may provide additional equipment including a monitor, keyboard, mouse,  
23 an additional computer which shall have a reasonably current version of the  
24 Microsoft Windows operating system and shall be equipped with at least 16 GB of  
25 RAM, and solid state drive(s) with free space equal to at least the greater of 100 GB,  
26 and after reasonable inspection by the Producing Party, the Receiving Party shall  
27 have the ability to use this equipment to conduct source code review using this

1 additional equipment with the same capabilities as with the equipment provided by  
2 the Producing Party. Additionally, except as provided in paragraph 7.4(k) below, the  
3 stand-alone computer(s) may only be located at the U.S. offices of the Producing  
4 Party's outside counsel. No recordable media or recordable devices, including  
5 without limitation sound recorders, computers, cellular telephones, peripheral  
6 equipment, cameras, CDs, DVDs, or drives of any kind, shall be permitted into the  
7 Source Code Review Room;

8       b. The Receiving Party shall make reasonable efforts to restrict its  
9 requests for such access to the stand-alone computer(s) to normal business hours,  
10 which for purposes of this paragraph shall be 8:00 a.m. through 6:00 p.m. and  
11 further provide reasonable notice of the requested time/dates for inspecting the  
12 source code. However, upon reasonable notice from the receiving party, the  
13 Producing Party shall make reasonable efforts to accommodate the Receiving  
14 Party's reasonable requests for access to the stand-alone computer(s) outside of  
15 normal business hours. The Parties agree to cooperate in good faith such that  
16 maintaining the Producing Party's Source Code Material at the offices of its outside  
17 counsel shall not unreasonably hinder the Receiving Party's ability to efficiently and  
18 effectively conduct the prosecution or defense of this Action;

19       c. The Producing Party shall provide the Receiving Party with  
20 information explaining how to start, log on to, and operate the Source Code  
21 Computer in order to access the produced Source Code Material;

22       d. The Producing Party will produce Source Code Material in computer  
23 searchable format on the Source Code Computer as described above;

24       e. Access to Protected Material designated RESTRICTED –  
25 CONFIDENTIAL SOURCE CODE shall be limited to outside counsel, persons  
26 reasonably necessary under 7.2(g), and up to four (4) experts<sup>1</sup> (*i.e.*, not existing

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27 <sup>1</sup> For the purposes of this paragraph, an expert is defined to include the expert's direct reports and  
28 other support personnel, such that the disclosure to an expert who employs others within his or her

employees or affiliates of a Party or an affiliate of a Party) retained for the purpose of this litigation and approved to access such Protected Materials pursuant to paragraph 7.2(d) above. All persons who will review a Producing Party's Source Code Material on behalf of a Receiving Party, including members of a Receiving Party's outside law firm, shall be identified in writing to the Producing Party at least seven (7) days in advance of the first time that such person reviews such Source Code. Such identification shall be in addition to any other disclosure required under this Order. All persons viewing Source Code shall sign on each day they view Source Code a log that will include the names of persons who enter the locked room to view the Source Code and when they enter and depart. Proper identification of all authorized persons shall be provided prior to any access to the Source Code Review Room or the Source Code Computer. Proper identification requires showing, at a minimum, a passport or photo identification card sanctioned by the government of any State of the United States or by the government of the United States. The Producing Party shall be entitled to a copy of the log upon one (1) day's advance notice to the Receiving Party. A Receiving Party may include excerpts of Source Code Material in a pleading, exhibit, expert report, discovery document, deposition transcript, other Court document, provided that the Source Code Documents are appropriately marked under this Order, restricted to those who are entitled to have access to them as specified herein, and, if filed with the Court, filed under seal in accordance with the Court's rules, procedures and orders;

f. To the extent portions of Source Code Material are quoted in a Source Code Document, either (1) the entire Source Code Document will be stamped and treated as RESTRICTED – CONFIDENTIAL SOURCE CODE or (2) those pages containing quoted Source Code Material will be separately stamped and treated as RESTRICTED – CONFIDENTIAL SOURCE CODE;

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firm to help in his or her analysis shall count as a disclosure to a single expert.



g. Except as set forth in paragraph 7.4(k) below, no electronic copies of Source Code Material shall be made without prior written consent of the Producing Party, except as necessary to create documents which, pursuant to the Court's rules, procedures and order, must be filed or served electronically;

h. The Receiving Party's outside counsel and/or experts shall be entitled to take notes in the Source Code Review Room but may not copy the Source Code verbatim into such notes (except for small excerpts such as variable names and method names and parameters as long as such small excerpts do not include four or more consecutive lines of source code) and may not take such notes electronically on the Source Code Computer itself;

i. The Receiving Party shall be permitted to request a reasonable number of printouts and photocopies of Source Code Material. Printed portions of a continuous block of Source Code shall not exceed ten (10) pages unless otherwise agreed by the parties, whose reasonable request for agreement shall not be denied. Likewise, no more than 500 total pages of Source Code may be requested to be printed by the Receiving Party. Upon receiving a printing request, the Producing Party shall print and Bates and line number, copy, and clearly label as "RESTRICTED – CONFIDENTIAL SOURCE CODE" any pages printed. Within six (6) days, the Producing Party shall (i) provide one copy set of such unobjected pages to the Receiving Party or (ii) inform the requesting Party of its objection(s), if any, that the printed portions withheld are excessive and/or not done for a permitted purpose. If, after meeting and conferring, the Producing Party and the Receiving Party cannot resolve the objection, the Producing Party shall be entitled to file a Motion for Further Protection with the Court within five (5) days of the objection to resolve whether the printed Source Code in question is narrowly tailored and was printed for a permitted purpose. Failure to file within this period requires immediate production of the disputed material. The burden shall be on the Producing Party to



1 demonstrate that such printed portions are more than is reasonably necessary for a  
2 permitted purpose and printed primarily for the purposes of review and analysis  
3 elsewhere in the first instance, i.e., as an alternative to reviewing that Source Code  
4 electronically on the Source Code Computer. The printed pages shall constitute part  
5 of the Source Code produced by the Producing Party in each action, all of which  
6 shall be designated and clearly labeled “RESTRICTED – CONFIDENTIAL  
7 SOURCE CODE,” and the Receiving Party shall maintain a log of all such files that  
8 are printed or photocopied;

9 j. The Receiving Party’s outside counsel of record may make no more  
10 than five (5) additional paper copies of any portions of the Source Code received  
11 from a Producing Party pursuant to Paragraph 7.4(i) not including copies attached to  
12 court filings or used at depositions;

13 k. If the Receiving Party’s outside counsel, consultants, or experts obtain  
14 printouts or photocopies of Source Code Material, the Receiving Party shall ensure  
15 that such outside counsel, consultants, or experts keep the printouts or photocopies  
16 in a secured locked area in the offices of such outside counsel, consultants, or  
17 expert. At least forty-eight (48) hours before the date of deposition, the Receiving  
18 Party shall notify the Producing Party about the specific portions of Source Code it  
19 wishes to use at the deposition, and the Producing Party shall bring printed copies of  
20 those portions to the deposition for use by the Receiving Party, with the  
21 understanding that for deposition outside of the United States the Parties will work  
22 in good faith to provide sufficient notice such that the Source Code Material can  
23 transported or made available at the location of the deposition. Copies of Source  
24 Code that are marked as deposition exhibits shall not be provided to the Court  
25 Reporter or attached to deposition transcripts; rather, the deposition record will  
26 identify the exhibit by its production numbers. All paper copies of Source Code  
27 brought to the deposition shall remain with the Producing Party’s outside counsel  
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1 for secure destruction in a timely manner following the deposition or proceeding.  
2 The Receiving Party may also temporarily keep the printouts or photocopies at the  
3 Court for any proceedings(s) relating to the Source Code Material, for the dates  
4 associated with the proceeding(s); and (ii) one attorney working copy at the sites  
5 where any deposition(s) relating to the Source Code Material are taken, for the dates  
6 associated with the deposition(s) and any intermediate location reasonably necessary  
7 to transport the working copy (e.g., a hotel prior to a Court proceeding or  
8 deposition); and,

9       1. A Producing Party's Source Code Material may only be transported by  
10 the Receiving Party at the direction of a person authorized under paragraph 12(e)  
11 above to another person authorized under paragraph 12(e) above, on paper via hand  
12 carry, Federal Express or other similarly reliable courier. Source Code Material may  
13 not be transported or transmitted electronically over a network of any kind,  
14 including a LAN, an intranet, or the Internet. Except as provided in this sub-  
15 paragraph, absent express written permission from the Producing Party, the  
16 Receiving Party may not create electronic images, or any other images, or make  
17 electronic copies, of the Source Code from any paper copy of Source Code for use  
18 in any manner (including by way of example only, the Receiving Party may not scan  
19 the Source Code to a PDF or photograph the code). Images or copies of Source  
20 Code shall not be included in correspondence between the Parties (references to  
21 production numbers shall be used instead), and shall be omitted from pleadings and  
22 other papers whenever possible. If a Party reasonably believes that it needs to  
23 submit a portion of Source Code as part of a filing with the Court, the Party shall  
24 make such a filing while protecting the confidentiality of the Source Code. If such  
25 filing requires a certificate of conference pursuant to Local Rule 7(i), the filing Party  
26 shall disclose to the Producing Party during the conference the amount of the Source  
27 Code to be included with the filing. Following any filing, the filing Party shall  
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1 disclose to the Producing Party the entirety of any Source Code that was imaged  
2 within two days subsequent to the filing. If a Producing Party agrees to produce an  
3 electronic copy of all or any portion of its Source Code, access to the Receiving  
4 Party's submission, communication, and/or disclosure of electronic files or other  
5 materials containing any portion of Source Code (paper or electronic) shall at all  
6 times be limited solely to individuals who are expressly authorized to view Source  
7 Code under the provisions of this Order. Additionally, any such electronic copies  
8 must be labeled "RESTRICTED – CONFIDENTIAL SOURCE CODE" as provided  
9 for in this Order.

10       7.5   Nothing contained herein shall be construed to prejudice any Party's  
11 right to use any Protected Material in taking testimony at any deposition or hearing  
12 provided that the Protected Material is only disclosed to a person(s) who is: (a)  
13 eligible to have access to the Protected Material by virtue of his or her employment  
14 with the designating party, (b) identified in the Protected Material as an author,  
15 addressee, or copy recipient of such information, (c) although not identified as an  
16 author, addressee, or copy recipient of such Protected Material, has, in the ordinary  
17 course of business, seen such Protected Material, (d) a current or former officer,  
18 director or employee of the Producing Party or a current or former officer, director  
19 or employee of a company affiliated with the Producing Party; (e) counsel for a  
20 Party, including Outside Counsel and In-House counsel (subject to paragraphs 7.3  
21 and 7.4 of this Order); (f) an independent contractor, consultant, and/or expert  
22 retained for the purpose of this litigation; (g) court reporters and videographers; (h)  
23 the Court; or (i) other persons entitled hereunder to access to Protected Material.  
24 Protected Material shall not be disclosed to any other persons unless prior  
25 authorization is obtained from counsel representing the Producing Party or from the  
26 Court. Counsel for any Producing Party shall have the right to exclude from oral  
27 depositions, other than the deponent, deponent's counsel, the reporter and  
28

videographer (if any), and translators, any person who is not authorized by this Protective Order to receive or access Protected Material based on the designation of such Protected Material. Such right of exclusion shall be applicable only during periods of examination or testimony regarding such Protected Material.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “RESTRICTED – CONFIDENTIAL SOURCE CODE,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification will include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification will include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order will not produce any information designated in this action as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “RESTRICTED – CONFIDENTIAL SOURCE CODE” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party will bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or

1 encouraging a Receiving Party in this Action to disobey a lawful directive from  
2 another court.

3 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
4 PRODUCED IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by a  
6 Non-Party in this Action and designated as "CONFIDENTIAL," "HIGHLY  
7 CONFIDENTIAL – ATTORNEYS' EYES ONLY," or "RESTRICTED –  
8 CONFIDENTIAL SOURCE CODE." Such information produced by Non-Parties in  
9 connection with this litigation is protected by the remedies and relief provided by  
10 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
11 Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to  
13 produce a Non-Party's confidential information in its possession, and the Party is  
14 subject to an agreement with the Non-Party not to produce the Non-Party's  
15 confidential information, then the Party will:

16 (1) promptly notify in writing the Requesting Party and the Non-Party  
17 that some or all of the information requested is subject to a confidentiality  
18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated  
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
21 specific description of the information requested; and

22 (3) make the information requested available for inspection by the  
23 Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court within  
25 14 days of receiving the notice and accompanying information, the Receiving Party  
26 may produce the Non-Party's confidential information responsive to the discovery  
27 request. If the Non-Party timely seeks a protective order, the Receiving Party will  
28

1 not produce any information in its possession or control that is subject to the  
2 confidentiality agreement with the Non-Party before a determination by the court.  
3 Absent a court order to the contrary, the Non-Party will bear the burden and expense  
4 of seeking protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 a. If a Receiving Party learns that, by inadvertence or otherwise, it has  
7 disclosed Protected Material to any person or in any circumstance not authorized  
8 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
9 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
10 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
11 the person or persons to whom unauthorized disclosures were made of all the terms  
12 of this Order, and (d) request such person or persons to execute the  
13 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
14 A.

15 b. Any Party knowing or believing that any other party is in violation of  
16 or intends to violate this Order and has raised the question of violation or potential  
17 violation with the opposing party and has been unable to resolve the matter by  
18 agreement may move the Court for such relief as may be appropriate in the  
19 circumstances. Pending disposition of the motion by the Court, the Party alleged to  
20 be in violation of or intending to violate this Order shall discontinue the  
21 performance of and/or shall not undertake the further performance of any action  
22 alleged to constitute a violation of this Order.

23 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
24 PROTECTED MATERIAL

25 Nothing in this Order shall require production of documents, information or  
26 other material that a Party contends is protected from disclosure by the attorney-  
27 client privilege, the work product doctrine, or other privilege, doctrine, or immunity.

1 If documents, information or other material subject to a claim of attorney-client  
2 privilege, work product doctrine, or other privilege, doctrine, or immunity is  
3 inadvertently or unintentionally produced, such production shall in no way prejudice  
4 or otherwise constitute a waiver of, or estoppel as to, any such privilege, doctrine, or  
5 immunity. Any Party that inadvertently or unintentionally produces documents,  
6 information or other material it reasonably believes are protected under the attorney-  
7 client privilege, work product doctrine, or other privilege, doctrine, or immunity  
8 may obtain the return of such documents, information or other material by promptly  
9 notifying the recipient(s) and providing a privilege log for the inadvertently or  
10 unintentionally produced documents, information or other material. The recipient(s)  
11 shall gather and return all copies of such documents, information or other material to  
12 the Producing Party, except for any pages containing privileged or otherwise  
13 protected markings by the recipient(s), which pages shall instead be destroyed and  
14 certified as such to the Producing Party.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in this  
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
22 ground to use in evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
25 only be filed under seal pursuant to a court order authorizing the sealing of the  
26 specific Protected Material at issue. If a Party's request to file Protected Material  
27  
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1 under seal is denied by the court, then the Receiving Party may file the information  
2 in the public record unless otherwise instructed by the court.

3 12.4 Production of Protected Material by each of the Parties shall not be  
4 deemed a publication of the documents, information and material (or the contents  
5 thereof) produced so as to void or make voidable whatever claim the Parties may  
6 have as to the proprietary and confidential nature of the documents, information or  
7 other material or its contents.

8 12.5 Prosecution Bar. Absent the written consent of Defendant, any attorney  
9 representing Plaintiff, whether in-house or outside counsel, and any person  
10 associated with Plaintiff and permitted to receive Defendant's or its suppliers'  
11 Protected Material that is designated HIGHLY CONFIDENTIAL – ATTORNEYS'  
12 EYES ONLY and/or RESTRICTED – CONFIDENTIAL SOURCE CODE  
13 (collectively "HIGHLY SENSITIVE MATERIAL"), who obtains, receives, has  
14 access to, or otherwise learns, in whole or in part, Defendant's or its suppliers'  
15 HIGHLY SENSITIVE MATERIAL under this Order shall not prepare, prosecute,  
16 supervise, or assist in the preparation or prosecution of any patent application  
17 pertaining to the field of the invention of the patents-in-suit on behalf of Plaintiff or  
18 its acquirer, successor, predecessor, or other affiliate during the pendency of this  
19 Action and for one year after its conclusion, including any appeals. To ensure  
20 compliance with the purpose of this provision, an "Ethical Wall" shall be created  
21 between those persons with access to HIGHLY SENSITIVE MATERIAL and any  
22 individuals who, on behalf of Plaintiff or its acquirer, successor, predecessor, or  
23 other affiliate, prepare, prosecute, supervise or assist in the preparation or  
24 prosecution of any patent application pertaining to the field of invention of the  
25 patents-in-suit. Any attorney representing Plaintiff, whether in-house or outside  
26 counsel, and any person associated with Plaintiff and permitted to receive  
27 Defendant's or its suppliers' HIGHLY SENSITIVE MATERIAL, who obtains,  
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1 receives, has access to, or otherwise learns, in whole or in part, Defendant's or its  
2 suppliers' HIGHLY SENSITIVE MATERIAL under this Order, also may not  
3 participate, supervise or assist in any and all proceedings before the U.S. Patent and  
4 Trademark Office related to the Party's patents-in-suit, including without limitation  
5 *Inter Partes* Review (IPR) proceedings, if the proceedings involve any amendments  
6 to claims.

7 13. FINAL DISPOSITION

8 After the final disposition of this Action, as defined in paragraph 4, within 60  
9 days of a written request by the Designating Party, each Receiving Party must return  
10 all Protected Material to the Producing Party or destroy such material. As used in  
11 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
12 summaries, and any other format reproducing or capturing any of the Protected  
13 Material. Whether the Protected Material is returned or destroyed, the Receiving  
14 Party must submit a written certification to the Producing Party (and, if not the same  
15 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
16 (by category, where appropriate) all the Protected Material that was returned or  
17 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
18 abstracts, compilations, summaries or any other format reproducing or capturing any  
19 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
20 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
21 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
22 reports, attorney work product, and consultant and expert work product, even if such  
23 materials contain Protected Material. Any such archival copies that contain or  
24 constitute Protected Material remain subject to this Protective Order as set forth in  
25 Section 4 (DURATION).

1 14. Any willful violation of this Order may be punished by civil or criminal  
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
3 authorities, or other appropriate action at the discretion of the Court.  
4

5 FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS SO  
6 ORDERED.  
7

8  
9 DATED: August 15, 2024



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HON. PEDRO V. CASTILLO  
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
[full address], declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on [date] in the case of  
\_\_\_\_\_ [insert case name and number]. I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [full  
name] of \_\_\_\_\_ [full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_